

REAL ESTATE COMMISSION

PROFESSIONAL & VOCATIONAL LICENSING DIVISION
DEPARTMENT OF REGULATORY AGENCIES

STATE OF HAWAII
1010 RICHARDS STREET
P. O. BOX 3469
HONOLULU, HAWAII 96801

FINAL HORIZONTAL PROPERTY REGIMES (CONDOMINIUM) PUBLIC REPORT

on
PEARL HARBOR GARDENS
(formerly known as Waipahu Garden Court)
94-125 Pahu Street
Waipahu, Oahu, Hawaii

REGISTRATION NO. 884

IMPORTANT — Read This Report Before Buying

This Report Is Not an Approval or Disapproval of This Condominium Project

It reflects information obtained by the Real Estate Commission in its investigation of the project. This report, based on a principle of disclosure, is issued by the Commission for the purpose of preventing fraud, misrepresentation or deceit.

The developer shall not enter into a binding contract or agreement for the sale of any unit in a Condominium Project until

- (1) A copy of this Report has been given to the prospective purchaser,
- (2) The latter has been given an opportunity to read same, and,
- (3) His receipt taken therefor.

Issued: December 26, 1977
Expires: January 26, 1979

SPECIAL ATTENTION

A comprehensive reading of the report by the purchaser or prospective purchaser is urged in order that personal requirements and expectations to be derived from the property can be ascertained. The attention of the purchaser or prospective purchaser is particularly directed to the following:

THIS REPORT REFLECTS INFORMATION DISCLOSED IN THE REQUIRED NOTICE OF INTENTION SUBMITTED OCTOBER 28, 1976 AND ADDITIONAL INFORMATION SUBSEQUENTLY FILED AS LATE AS DECEMBER 20, 1977. THE DEVELOPER, IN NOTIFYING THE COMMISSION OF ITS INTENTION TO SELL AND REPORTING MATERIAL CHANGES IN THE PROJECT, IS COMPLYING WITH THE REQUIREMENTS OF THE HORIZONTAL PROPERTY ACT, CHAPTER 514, HAWAII REVISED STATUTES.

1. Since the issuance of the Commission's Preliminary Public Report of December 27, 1976, on PEARL HARBOR GARDENS (formerly known as "Waipahu Garden Court"), Registration No. 884, the Developer reports that changes have been made in the development plan as presented in the October 28, 1976 Notice of Intention to Sell. Said changes include the following:

- (a) Jack Ujimori, Developer named in the Preliminary Public Report, has assigned his development rights in the subject property to Islander Investment, Inc., a Hawaii corporation, which shall develop the property and be the Developer;

- (b) An additional parcel of land, having an area of 0.077 acre (3345 sq.ft.), has been added to the property of the Project; and

- (c) Developer has modified its option to build additional improvements by reserving to itself the right to demolish and replace only one (1) apartment and also to build up to an additional forty-nine (49) parking stalls in the Project.

The Developer has requested a Final Public Report on the Project.

2. The Developer of the Project has submitted to the Commission for examination all documents deemed necessary for the registration of this condominium project and the issuance of this Final Public Report.
3. The basic documents (Declaration of Horizontal Property Regime, By-Laws of the Association of Apartment Owners, and a copy of the approved floor plans) have been recorded in the Bureau of Conveyances of the State of Hawaii. The Declaration of Horizontal Property Regime for the Project, together with the By-Laws of the Association of Apartment Owners, was recorded as aforesaid in Liber 12597 at Page 756. The floor plans have been designated as Condominium Map No. 525.
4. No advertising and promotional materials have been submitted pursuant to the rules and regulations promulgated by the Commission.
5. The purchaser or prospective purchaser is advised to acquaint himself with the provisions of Chapter 514, Hawaii Revised Statutes, and the condominium rules and regulations which relate to horizontal property regimes.
6. This Final Public Report is made a part of the registration of the PEARL HARBOR GARDENS condominium project. The Developer is responsible for placing a true copy of this Final Public Report (white paper

stock) together with a copy of the Preliminary Public Report (yellow paper stock) in the hands of all purchasers and prospective purchasers and securing a signed receipt for both reports from all purchasers and prospective purchasers.

7. This Final Public Report automatically expires thirteen (13) months after date of issuance, December 26, 1977, unless a Supplementary Public Report issues or the Commission, upon review of the registration, issues an order extending the effective period of this report.

Except for the topical headings which follow, the information disclosed in the Preliminary Public Report of December 27, 1976, has not been disturbed.

LOCATION: The Project consists of approximately 417,656 square feet of leasehold property and sixty-five (65) dwelling units situate at 94-124 Pahu Street, Waipahu, Oahu, Hawaii.

TAX MAP KEY: First Division, 9-4-11:1 and 101.

DEVELOPER: Islander Investment, Inc., a Hawaii corporation, whose principal place of business and post office address is Room 269, 1077 Bishop Street, Honolulu, Hawaii 96813. The officers of Islander Investment, Inc. are as follows:

Stanley T. Ujimori, President
Harumi Ujimori, Vice-President
Tatsuko Honjo, Secretary
Leroy K. Ujimori, Treasurer.

DESCRIPTION OF PROPERTY: The Developer advises that the Declaration of Horizontal Property Regime now describes the Project as follows:

1. Description of Buildings. The Declaration of Horizontal Property Regime reflects that the Project shall consist of sixty-five (65) now existing separate buildings, each containing one (1) single-family apartment unit. The existing units are numbered 1 through 65, as shown on the Condominium Map. Each of the existing apartment units is a single-story wood frame building, constructed principally of wood, glass, and allied building materials on a post and pier foundation.

2. Description of Apartments. Each existing apartment contains six (6) rooms, consisting specifically of three bedrooms, a bathroom, a living-dining room, and a kitchen. Each apartment has a net floor area of approximately 884 square feet. Two (2) types of floor plans, designated as "B" and "F" on said Condominium Map, have been utilized for the apartments. Certain of said apartments are designated as "rev." on said Condominium Map, indicating that their floor plans are the reverse or opposite hand of the typical type B and type F units.

The number designation and type of each of the apartments of the Project are as follows:

<u>Apartment</u>	<u>Type</u>	<u>Apartment</u>	<u>Type</u>
1	F	34	B
2	Frev.	35	Brev.
3	F	36	F
4	F	37	F
5	F	38	F
6	F	39	B
7	F	40	Brev.
8	Frev.	41	Frev.
9	F	42	F
10	Frev.	43	Brev.
11	Brev.	44	Frev.
12	F	45	B
13	F	46	F
14	Brev.	47	Frev.
15	B	48	B
16	Frev.	49	Brev.
17	B	50	F
18	Brev.	51	Frev.
19	F	52	B
20	F	53	B
21	Frev.	54	Brev.
22	Frev.	55	Brev.
23	Brev.	56	F
24	B	57	B
25	F	58	B
26	Frev.	59	F
27	F	60	Frev.
28	Frev.	61	Frev.
29	B	62	B
30	Brev.	63	F
31	Frev.	64	F
32	F	65	F
33	F		

3. Developer's Option to Build New Apartment and/or New Parking Stalls. The Developer further advises that it will have the right, at its option, at any time prior to December 31, 1986, to demolish the existing improvements comprising Apartment No. 3 and to erect in its place one new apartment (hereinafter referred to as the "New Apartment"), and that it will not build any additional common recreational facilities. The Developer will also have the right, at its option, up to but not later than December 31, 1986, to build up to an additional forty-nine (49) parking stalls. The Developer has the right to sell or lease such New Apartment and any such additional parking stalls on such terms and conditions as Developer determines, and all proceeds derived therefrom are to be the property of the Developer. Said New Apartment and/or parking stalls shall be constructed in accordance with complete plans and specifications therefor, as set forth in the Condominium Map, or in accordance with such modified plans and specifications as shall be approved by Developer, and on the following terms and conditions:

a. Except as hereinabove provided, no such plans and specifications shall require the alteration or demolition of any existing apartment or its appurtenant limited common elements, or any improvements constituting part of the common elements; provided, however, that Developer shall have the right to install, in and across the common elements and limited common elements, utilities, cesspools, sanitary and storm sewers, television cables, refuse disposal, driveways, parking areas, and roadways.

b. Developer shall have the right, at its own expense and without being required to obtain the consent or joinder of any existing apartment owner or lienholder, to execute and record such amendments to this Declaration and said Condominium Map as may be necessary or appropriate in furtherance of its right to build the New Apartment and/or parking stalls, including, without limitation, the right to record any required architect's certificate and amended plans for the New Apartment and/or any additional parking stalls.

c. Developer shall secure a performance and payment bond naming as obligees the fee owner, lessee, Developer and, collectively, the owners of all existing apartments as their interest may appear through the Association of Apartment Owners, in a penal sum of not less than 100% of the cost of the construction of the New Apartment and any additional parking stalls, guaranteeing completion of construction, free and clear of all mechanic's and materialman's liens. Developer, its employees, agents, contractors, and sub-contractors shall thereafter have the right to enter upon the Project and the common elements and limited common elements thereof and to do all things reasonably necessary, desirable, or useful for constructing and completing the additional parking stalls, the New Apartment and appurtenant common elements, if any, and connecting the New Apartment and common elements to the utilities of the Project.

d. The construction of the New Apartment and any additional parking stalls shall be performed in such manner as shall cause the least practicable annoyance to and interference with the then existing apartment owners. Each purchaser of an apartment in the Project, by his acceptance and occupancy of his apartment on closing, agrees: (i) to remain outside of any fenced or posted construction areas or any other areas upon which work is being performed pending completion, and to exert diligent efforts to prohibit entry into such areas by members of his household and by his invitees; and (ii) to indemnify and save harmless the fee owner, lessee, Developer, and Developer's contractors and agents from and against any and all loss or liability for death or injury to persons or damage or loss of property on account of such entry either by the apartment purchaser or his family and invitees.

4. Apartments. The Developer advises that the New Apartment, if any, shall be constructed of the same materials and shall contain the same number and type of rooms as the existing apartments; provided, that such New Apartment shall have a floor area of approximately 1,000 square feet and shall have either one (1) or one and one-half (1-1/2) bathrooms. The New Apartment shall utilize such modified plans as shall be hereafter approved by Developer.

COMMON ELEMENTS: The Commission has also been informed that the Declaration provides that the fee owner, lessee, and Developer without the further consent of the Association may at any time, by an appropriate amendment to the Declaration and said Condominium Map, convey any and all roadway areas to any governmental authority or any agency thereof together with such additional areas of the common elements as are necessary to satisfy the requirements of such governmental authority. Upon such conveyance, the rights of the Association of Apartment Owners and the individual apartment owners in and to the areas so conveyed shall terminate; provided that such conveyance shall not reduce any apartment owner's rental obligation under his ground lease nor affect his undivided interest in the common elements. In the event that such governmental authority does authorize an improvement district for the purpose of improving the roadway area or any other facility, then such assessment as shall be allocated by the governmental authority shall be prorated to the owners of the apartments in accordance with their respective common interest for such period as such assessment is imposed. The Developer shall also have the right without further consent of the Association at any time, by appropriate amendment to the Declaration and said Condominium Map, to add, delete, relocate, or realign all roadways, sidewalks, rights-of-way and driveways of the Project and to reserve, grant, convey and transfer easements over, under and across said roadways in favor of any adjoining parcels now or hereafter owned by Developer or his designees; provided that any such addition, deletion, relocation or realignment shall not materially impair the use of any apartment or its appurtenant interest in the common elements or limited common elements. To the extent that the joinder of all apartment owners may be required in order to validate any amendment of the Declaration or grant of easement as contemplated such joinder shall be accomplished by power of attorney from each of the owners to Developer, and the acceptance of ownership of an apartment in the Project shall constitute a grant of such power and such grant, being coupled with the interest of the Developer as reserved to construct the New Apartment and/or additional parking stalls, to convey such roadway areas or to add, delete, relocate or realign the roadway, sidewalks, rights-of-way and driveways of the Project or to reserve, grant and convey easements over, under and across said roadways, shall be irrevocable.

Except for the above, the common elements as described in the Preliminary Public Report remains unchanged.

LIMITED COMMON ELEMENTS: The Declaration provides that certain parts of the common elements are to be limited common elements. The limited common elements so set aside and reserved by said Declaration are as follows:

a. The site of each apartment and the private yard area adjacent thereto, as shown and delineated on said Condominium Map, shall be a limited common element for the exclusive use of the apartment to which it is appurtenant; and the owner of each such apartment shall be responsible for and shall bear the expense of installing and maintaining all landscaping within such limited common element area, and of repairing, restoring or reinstating any walkways, fences, walls, water and sewer lines, and other improvements located within such designated limited common element area.

b. The walkways connecting the apartments to Pahu Street or to the roadways of the Project shall be a limited common element for the exclusive use of the apartments to which said walkways are appurtenant.

c. One parking stall shall be a limited common element appurtenant to and for the exclusive use of each apartment. Each parking stall is designated by a number which corresponds to the number of the apartment to which it is appurtenant.

INTEREST TO BE CONVEYED TO PURCHASERS: The Declaration states that each apartment shall have appurtenant thereto an undivided percentage interest in the common elements of the Project (herein called the "common interest"), and the same proportionate share in all common profits and expenses of the Project, and for all other purposes, including voting. Apartment No. 3 shall have an undivided 1.53856 percentage interest; and each of Apartment Nos. 1, 2 and 4 through 65, inclusive, shall have an undivided 1.53846 percentage interest. Purchasers will receive deeds to their apartments from the Developer and ground leases subleasing an undivided percentage interest, equal to the common interest, in the land of the Project from the lessee of the land. Said ground leases shall be for a term to expire on June 30, 2037.

RESTRICTIONS AS TO USE: The Declaration states that the apartments are for residential apartment use. However, an owner of an apartment is allowed to rent or lease the same from time to time in the apartment owner's discretion for any period not less than thirty (30) days.

STATUS OF PROJECT: The Developer has advised the Commission that the appliances and apartments are not new and the purchaser is buying on an "as is" basis. The units have been, up to the date of this report, rented on month-to-month tenancies.

ENCUMBRANCES AGAINST TITLE: A Preliminary Title Report dated December 12, 1977 by Title Guaranty of Hawaii, Inc. reports that title to the land is subject to the following:

1. Real property taxes that may be due and owing. Reference is hereby made to the Office of the Tax Assessor, First Division.
 2. Reservation in favor of the State of Hawaii of all mineral and metallic mines.
 3. A grant in favor of Oahu Railway and Land Company, dated March 8, 1940, recorded in Liber 1558 at Page 234; granting an easement for sewer purposes to lay sewer line and connections thereof.
 4. A grant in favor of Hawaiian Electric Company, Inc. and Hawaiian Telephone Company, dated July 19, 1946, recorded in Liber 1977 at Page 94; granting a perpetual easement to build, construct, rebuild, reconstruct, repair, maintain and operate a pole and wire line or underground power line over and across a portion of the westerly boundary of the land.
 5. A grant in favor of Hawaiian Electric Company, Inc. and Hawaiian Telephone Company, dated September 24, 1952, recorded in Liber 2627 at Page 168; granting a perpetual right and easement to build, construct, rebuild, reconstruct, repair, maintain and operate an extension to their existing pole and wire line along, across, over and under the land.
 6. A grant in favor of the City and County of Honolulu, dated January 29, 1968, recorded in Liber 6022 at Page 95; granting an easement to construct, install, maintain, operate, repair and remove an underground water pipeline or pipe lines under and across certain parcels of land.
 7. A grant in favor of the City and County of Honolulu, dated August 6, 1969, recorded in Liber 6938 at Page 285; granting an easement to construct, reconstruct, install, maintain, operate, repair and remove an underground sewer pipe line or pipe lines through, under and across Parcel 17.
 8. Terms, agreements, reservations, covenants, conditions and provisions contained in lease recorded in Liber 4422 at Page 384, as amended.
 9. Mortgage, security agreement and financing statement.
- Mortgagor: Jack Hisatsugu Ujimori, husband of Harumi Ujimori,
as tenant in severalty
- Mortgagee: State Savings and Loan Association, a Utah
corporation
- Dated: November 3, 1976
- Recorded: Liber 11855, Page 40
- Amount: \$1,800,000.00 on the land described in Schedule
C besides other land
- Consent: Given by Tatsuichi Ota, by instrument dated
November 11, 1976, recorded in Liber 11855 at Page 91.

10. Agreement dated October 31, 1977, recorded in Liber 12597 at Page 736, entered into by and between Jack H. Ujimori and Island Investment, Inc. Consent thereto given by Tatsuichi Ota by instrument dated November 1, 1977 and recorded in Liber 12597 at Page 753.

11. Covenants, conditions, restrictions, easements, reservations and all other provisions set forth in Declaration of Horizontal Property Regime dated October 31, 1977 recorded in the Bureau of Conveyances in Liber 12597 at Page 756 and to the By-Laws attached thereto. Project covered by Condominium Map No. 525 .

The purchaser or prospective purchaser shall be cognizant of the fact that this published report represents information disclosed by the Developer in the required Notice of Intention submitted October 28, 1976 and information subsequently filed as of December 20, 1977.

This FINAL HORIZONTAL PROPERTY REGIMES (CONDOMINIUM) PUBLIC REPORT is made a part of REGISTRATION NO. 884 filed with the Commission on October 28, 1976.

The report, when reproduced, shall be a true copy of the Commission's public report. The paper stock must be white in color.

Ah Kau Young
AH KAU YOUNG, Chairman
REAL ESTATE COMMISSION
STATE OF HAWAII

Distribution:
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and County of Honolulu
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Registration No. 884
December 26, 1977